MORTGAGE OF REAL ESTATE prepared by E. Randolph Stone, Attorney at Law, 124 Broadus Avenue, Greenville, S.C. 29601 800x 1584 PAGE 32 STATE OF SOUTH CAROLINA MORTGAGE OF REAL ESTATE

**COUNTY OF GREENVILLE** DONNIE S. TANKERSLEY TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, Gary Wayne Cothran and Vickie Loraine Darby Cothran,

(hereinafter referred to as Morigagor) is well and truly indebted unto Thomas A. Cothran Jr.,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by seference, in the sum of Twelve Thousand and No/100-----Dollars (\$12,000.00) due and payable as follows:

One Hundred Twenty-six and 63/100 (\$126.63) Dollars on the first day of November, 1982, and One Hundred Twenty-six and 63/100 (\$126.63) Dollars on the first day of each and every month thereafter until the entire amount of unpaid principal and interest has been paid in full, payment to be applied first to the interest and then to the principal 713 per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesald debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its heirs, successors and assigns:

ALL that piece, parcel or tract of land situate, lying and being in Dunklin Township, Greenville County, South Carolina, on the Northeastern side of S.C. Highway 23-51, containing 1 acre, more or less, and having the following metes and bounds according to a Plat of "Property of Thomas A. Cothran Jr. dated September 3, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-G at Page 62

BEGINNING at a point in the center of S.C. Highway 23-51, 230 feet northwesterly from a County Road and running thence N. 64-50 E. 260 feet to a point; thence N. 25-10 W. 137 feet to a point; thence S. 64-50 W. 320 feet to a point in the center of said highway; thence along the center of said highway S. 49-18 E. 150 feet to the beginning corner, and being the same property conveyed to Gary Wayne Cothran and Vickie Loraine Darby Cothran by a Deed from Thomas A. Cothran Jr., dated this date and recorded herewith.

It is specifically agreed that the Mortgagors may anticipate payment of the debt which the Mortgage secures in any amount at any time without penalty.

The mailing address of Thomas A. Cothran Jr., is: Route 2 Box 93, Pelzer, South Carolina 29669.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever. The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of claxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any Ofurther loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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